

EXHIBIT A



Agricultural and Food Processing Clearance Order ETA Form 790
Orden de Empleo para Obreros/Trabajadores Agrícolas y Procesamiento de Alimentos

(Print or type in each field block - To include additional information, go to block # 28 - Please follow Step-By-Step Instructions)
(Favor de usar letra de molde en la solicitud - Para incluir información adicional vea el punto # 28 - Favor de seguir las instrucciones paso-a-paso)

1. Employer's and/or Agent's Name and Address (Number, Street, City, State) EMPLOYER: OCC-CONNOR CROPS & CATTLE Tyree O'Connor 121 Highway 7 - PO Box 23 Ekalaka, MT 59324 AGENT: Peak Season Labor, Inc. PO Box 624, Lewistown, MT 59467		Nos. 4 through 8 for STATE USE ONLY Números 4 a 8 para USO ESTATAL	
a) Federal Employer Identification Number (FEIN) / Número federal de Identificación del Empleador 46-4332677		4. SOC (O*NET/OES) Occupational Code / Código Industrial: 45-2093 a. SOC (ONET/OES) Occupational Title / Título Ocupacional General Ranch Hand	5. Job Order No. / Num. de Orden de Empleo: 10171556
b) Telephone Number / Número de Teléfono: 406-853-1190 Agent: 406-579-7529		6. Address of Order Holding Office (include Telephone number) / Dirección de la Oficina donde se radica la oferta (incluya el número de teléfono): 12 N 10th Street Miles City MT 59301 406-232-8340 a. Name of Local Office Representative (include direct dial telephone number) / Nombre del Representante de la Oficina Local (incluya el número de teléfono de su línea directa): Jenny Harris 406-444-7895	
c) Fax Number / Número de Fax: N/A		7. Clearance Order Issue Date / Fecha de Emisión de la Orden de Empleo: 12-30-15	
d) E-mail Address / Dirección de Correo Electrónico: Employer: oconnorranch@yahoo.com Agent: diane@peakseasonlabor.com		8. Job Order Expiration Date / Fecha de Vencimiento o Expiración de la Orden de Empleo: 7-15-16	
2. Address and Directions to Work Site / Domicilio y Direcciones al lugar de trabajo: Main Ranch Site: 121 Highway 7 Ekalaka, MT 59324 From Ekalaka, go north on Highway 7 (MT-7) for 1.2 miles. Destination is on the west side of highway. See #28 for additional Work Site information.		9. Anticipated Period of Employment / Período anticipado o previsto de Empleo: From / Desde: 03/01/16 To / Hasta: 12/01/16	
3. Address and Directions to Housing / Domicilio y Direcciones al lugar de vivienda: 2 housing locations: See #28 for additional Housing Site information.		10. Number of Workers Requested / Número de Trabajadores Solicitados: 5	
a) Description of Housing / Descripción de la vivienda: See #28 for additional Housing Site information. All housing is Employer-Owned.		11. Anticipated Hours of Work per Week / Horas Anticipadas/Previstas de Trabajo por Semana. Total: 60 - 72 Sunday/Domingo Thursday/Jueves 10-12 Monday/Lunes 10-12 Friday/Viernes 10-12 Tuesday/Martes 10-12 Saturday/Sábado 10-12 Wednesday/Miércoles 10-12	
		12. Anticipated range of hours for different seasonal activities: / Rango previsto de horas par alas diferentes actividades de la temporada: Seasonal hours vary - Please see Item #28	
		13. Collect Calls Accepted from: / Aceptan Llamadas por Cobrar de: Employer / Empleador: Yes / Si <input checked="" type="checkbox"/> No <input type="checkbox"/>	

14. Describe how the employer intends to provide either 3 meals a day to each worker or furnish free and convenient cooking and kitchen facilities for workers to prepare meals / Describa cómo el empleador tiene la intención de ofrecer, ya sea 3 comidas al día a cada trabajador, o proporcionar gratuitamente instalaciones para cocinar

The employer will furnish free and convenient cooking and kitchen facilities to the worker(s) to enable the worker(s) to prepare their own meals. The employer will provide transportation to stores at least every two weeks for shopping for food and other necessary items at no cost to the workers.

5. Referral Instructions and Hiring Information / Instrucciones sobre cómo Referir Candidatos/Solicitantes - (Explain how applicants are to be hired or referred, and the Employer's/Agent's available hour to interview workers / Explique cómo los candidatos serán contratados o referidos, y las horas disponibles del empleador/agente para entrevistar a los trabajadores). See instructions for more details / Vea las instrucciones para más detalles.

To apply, applicants must provide their full name and contact information. Only those applicants who meet all the special requirements for employment and who are ready, able, willing and qualified to perform the work, who are eligible for employment in the United States, and who will be available at the time and place needed, should apply. Interested applicants and the State Workforce Agency may call between 8:00 AM and 5:00 PM, Mon. thru Fri. MST. Applicants may apply by visiting the local State Workforce Agency to submit their application and be advised of the terms, conditions and qualifications for the job, pursuant to 20 CFR 655.155. Applicants must provide the name, and working telephone number of the previous employer being used as a reference (the reference must be able to verify the worker's experience in the occupation for which the worker is applying). If hired, the applicant must be able to provide U.S. employment eligibility and/or identification documents in verification of the applicant's right to work in the U.S. The employer will complete the Employment Eligibility Verification Form (I-9) on each worker. The employer may be reached at the following phone number by the State Workforce Agency. Applications may be mailed to the following address. A minimum of 3 months' experience is required.

406-853-1190

OCC-OCONNOR CROPS & CATTLE

PO Box 23

Ekalaka, MT 59324

16. Job description and requirements / Descripción y requisitos del trabajo:

GENERAL FARM RANCH WORKER must perform any combination of the following tasks to attend to the production of livestock and hay: feed and water livestock (only when not grazing on grasslands and drinking from stock tanks and/or natural resources); herd livestock to pasture for grazing; examines animals to detect diseases and injuries; assist with calving; place mineral blocks; assists with the vaccination of livestock by herding into corral and/or stall or manually restraining animal on the range; applies medications to cuts and bruises; sprays livestock with insecticide; assists with castration of livestock; clips identifying notches on or brands animals; drive skid steer/loader to haul/distribute feed/water; manually clean stalls/corrals. Must be able to operate farm equipment to assist with planting, cultivating, and harvesting hay (long/odd hours); manually hoist/stack hay bales; repair/replace fence in rough terrain. Workers must be able to ride and handle horses in a manner to assure the safety of the worker, coworkers, and livestock. Must be able to find and maintain bearings to grazing areas. Must be willing and able to occasionally live and work independently or in small groups of workers in isolated areas for extended periods of time. Most duties are performed out of doors, and entail exposure to heat, cold, dust, rain and other environmental conditions. Worker must be able to crouch, bend, lift and carry up to 100 pounds. Drivers' license is required.

See Item 28 for Itinerary

1. Is previous work experience preferred? / Se prefiere previa experiencia? Yes / Si ☒ No ☐
If yes, number of months preferred: / Si es así, número de meses de experiencia: Three (3) Months

2. Check all requirements that apply:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Certification/License Requirements / Certificación/Licencia Requisitos | <input type="checkbox"/> Criminal Background Check / Verificación de antecedentes penales |
| <input checked="" type="checkbox"/> Driver Requirements / Requisitos del conductor | <input type="checkbox"/> Drug Screen / Detección de Drogas |
| <input type="checkbox"/> Employer Will Train / Empleador entrenará o adiestrará | <input checked="" type="checkbox"/> Extensive Pushing and Pulling / Empujar y Jalar Extensamente |
| <input type="checkbox"/> Extensive Sitting / Estar sentado largos ratos | <input checked="" type="checkbox"/> Extensive Walking / Caminar por largos ratos |
| <input checked="" type="checkbox"/> Exposure to Extreme Temp. / Expuesto a Temperaturas Extremas | <input checked="" type="checkbox"/> Frequent Stooping / Inclinandose o agachándose con frecuencia |
| <input checked="" type="checkbox"/> Lifting requirement / Levantar o Cargar 100 lbs./libras | <input type="checkbox"/> OT/Holiday is not mandatory / Horas Extras (sobre tiempo) / Días Feriados |
| <input type="checkbox"/> Repetitive Movements / Movimientos repetitivos | obligatorio |

17. Wage Rates, Special Pay Information and Deductions / Tarifa de Pago, Información Sobre Pagos Especiales y Deducciones (Rebajas)							
Crop Activities	Hourly Wage	Piece Rate / Unit(s)	Special Pay (bonus, etc.)	Deductions*	Yes/Sí	No	Pay Period / Período de Pago
Cultivos	Salario por Hora	Pago por Pieza / Unidad(es)	Pagos Especiales (Bono, etc.)	Deducciones			/ /
General Ranch Hand	\$11.75/hr	\$		Social Security / Seguro Social	X	<input type="checkbox"/>	Weekly / Semanal
	\$	\$		Federal Tax / Impuestos Federales	X	<input type="checkbox"/>	<input type="checkbox"/>
	\$	\$		State Tax / Impuestos Estatales	X	<input type="checkbox"/>	Bi-weekly / Quincenal
	\$	\$		Meals / Comidas	<input type="checkbox"/>	X	X
	\$	\$		Other (specify) / Otro (especifica)	X	<input type="checkbox"/>	Monthly/Mensual
							<input type="checkbox"/>
The General Ranch Hands will be paid \$11.75 per hour plus housing at no cost to the Workers.							Other/Otra
							<input type="checkbox"/>

18. More Details About the Pay / Mas Detalles Sobre el Pago:

The workers will be offered a minimum wage of \$11.75 per hour, paid on a bi-weekly basis; with housing, utilities, and Workers Compensation insurance provided at no charge to the workers.

Employer will make the following deductions: FICA (if applicable); loans and advance (if any); long distance telephone charges (if any); the reasonable repair or replacement cost of willful or negligent damage to housing, tools and equipment caused by the worker (other than normal wear and tear).

Employer agrees to pay the highest of the Adverse Effect Wage Rate (AEWR), the prevailing hourly wage or piece rate, the agreed-upon collective bargaining wage, or the Federal or State minimum wage. Social security / Medicaid Taxes and Federal / State income taxes will be withheld from U.S. Worker's paychecks.

A cell phone will be provided at no cost to the worker (excluding long distance charges).

19. Transportation Arrangements / Arreglos de Transportación

(1) Transportation to place of employment. If the employer has not previously advanced such transportation and subsistence costs to the worker or otherwise provided such transportation or subsistence directly to the worker by other means and if the worker completes 50 percent of the work contract period, the employer must pay the worker for reasonable costs incurred by the worker for transportation and daily subsistence from the place from which the worker has come to work for the employer, whether in the U.S. or abroad to the place of employment. When it is the prevailing practice of non-H-2A agricultural employers in the occupation in the area to do so, or when the employer extends such benefits to similarly situated H-2A workers, the employer must advance the required transportation and subsistence costs (or otherwise provide them) to workers in corresponding employment who are traveling to the employer's work site. The amount of the transportation payment must be no less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved. The amount of the daily subsistence payment must be at least as much as the employer would charge the worker for providing the worker with three meals a day during employment (if applicable), but in no event less than the amount permitted under § 655.173(a). Note that the FLSA applies independently of the H-2A requirements and imposes obligations on employers regarding payment of wages.

(2) Transportation from place of employment. If the worker completes the work contract period, or if the employee is terminated without cause, and the worker has no immediate subsequent H-2A employment, the employer must provide or pay for the worker's transportation and daily subsistence from the place of employment to the place from which the worker, disregarding intervening employment, departed to work for the employer. If the worker has contracted with a subsequent employer who has not agreed in such work contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer's work site to such subsequent employer's work site, the employer must provide or pay for such expenses. If the worker has contracted with a subsequent employer who has agreed in such work contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer's work site to such subsequent employer's work site, the subsequent employer must provide or pay for such expenses. The employer is not relieved of its obligation to provide or pay for return transportation and subsistence if an H-2A worker is displaced as a result of the employer's compliance with the 50 percent rule as described in § 655.135(d) of this subpart with respect to the referrals made after the employer's date of need.

20. Is it the prevailing practice to use Farm Labor Contractors (FLC) to recruit, supervise, transport, house, and/or pay workers for this (these) crop activity (ies)? / ¿Es la práctica habitual usar Contratistas de Trabajo Agrícola para reclutar, supervisar, transportar, dar vivienda, y/o pagarle a los trabajadores para este(os) tipo(s) de cosecha(s)? Yes / Si ☐ No ☒

If you have checked yes, what is the FLC wage for each activity? / Si contesto "Si," cuál es el salario que le paga al Contratista de Trabajo Agrícola por cada actividad?

21. Are workers covered for Unemployment Insurance? / ¿Se le proporcionan Seguro de Desempleo a los trabajadores? Yes/Si ☐ No ☒

22. Are workers covered by workers' compensation? / ¿Se le provee seguro de compensación/indemnización al trabajador: Yes/Si ☒ No ☐

23. Are tools, supplies, and equipment provided at no charge to the workers? / ¿Se les proveen herramientas y equipos sin costo alguno a los trabajadores?

Yes/Si ☒ No ☐

24. List any arrangements which have been made with establishment owners or agents for the payment of a commission or other benefits for sales made to workers. (If there are no such arrangements, enter "None".) / Enumere todos los acuerdos o convenios hechos con los propietarios del establecimiento o sus agentes para el pago de una comisión u otros beneficios por ventas hechas a los trabajadores. (Si no hay ningún acuerdo o convenio, Indique "Ninguno".)

None

25. List any strike, work stoppage, slowdown, or interruption of operation by the employees at the place where the workers will be employed. (If there are no such incidents, enter "None".) / Enumere toda huelga, paro o interrupción de operaciones de trabajo por parte de los empleados en el lugar de empleo. (Si no hay incidentes de este tipo, indique "Ninguno".)

None

26. Is this job order to be placed in connection with a future Application for Temporary Employment Certification for H-2A workers? / ¿Esta orden de empleo ha sido puesta en conexión con una futura solicitud de certificación de empleo temporal para trabajadores H-2A?

Yes/Si ☒ No ☐

27. Employer's Certification: This job order describes the actual terms and conditions of the employment being offered by me and contains all the material terms and conditions of the job. / Certificación del Empleador: Esta orden de trabajo describe los términos y condiciones del empleo que se le ofrece, y contiene todos los términos y condiciones materiales ofrecidos.

Tyrea O'Connor - General Partner General Partner

Employer's Printed Name & Title / Nombre y Título en Letra de Molde/Imprenta del Empleador

 Employer's Signature / Firma y Título del Empleador

12-28-15
Date / Fecha

READ CAREFULLY. In view of the statutorily established basic function of the Employment Service as a no-fee labor exchange, that is, as a forum for bringing together employers and job seekers, neither the Employment and Training Administration (ETA) nor the State agencies are guarantors of the accuracy or truthfulness of information contained on job orders submitted by employers. Nor does any job order accepted or recruited upon by the American Job Center constitute a contractual job offer to which the American Job Center, ETA or a State agency is in any way a party.

LEA CON CUIDADO. En vista de la función básica del Servicio de Empleo establecida por ley, como una entidad de intercambio laboral sin comisiones, es decir, como un foro para reunir a los empleadores y los solicitantes de empleo, ni ETA ni las agencias del estado pueden garantizar la exactitud o veracidad de la información contenida en las órdenes de trabajo sometidas por los empleadores. Ni ninguna orden de trabajo aceptado o contratado en el Centro de Carreras (American Job Center) constituyen una oferta de trabajo contractuales a las que el American Job Center, ETA o un organismo estatal es de ninguna manera una de las partes.

PUBLIC BURDEN STATEMENT

The public reporting burden for responding to ETA Form 790, which is required to obtain or retain benefits (44 USC 3501), is estimated to be approximately 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and reviewing the collection. The public need not respond to this collection of information unless it displays a currently valid OMB Control Number. This is public information and there is no expectation of confidentiality. Send comments regarding this burden estimate or any other aspect of this collection, including suggestions for reducing this burden, to the U.S. Department of Labor, Employment and Training Administration, Office of Workforce Investment, Room C-4510, 200 Constitution Avenue, NW, Washington, DC 20210.

DECLARACION DE CARGA PÚBLICA

La carga de información pública para responder a la Forma ETA 790, que se requiere para obtener o retener beneficios (44 USC 3501), se estima en aproximadamente 60 minutos por respuesta, incluyendo el tiempo para revisar las instrucciones, buscar fuentes de datos existentes, recopilar y revisar la colección. El público no tiene por qué responder a esta recopilación de información a menos que muestre un número de control OMB válido. Esta información es pública y no hay ninguna expectativa de confidencialidad. Envíe sus comentarios acerca de esta carga o cualquier otro aspecto de esta colección, incluyendo sugerencias para reducir esta carga, al U.S. Department of Labor, Employment and Training Administration, Office of Workforce Investment, Room C-4510, 200 Constitution Avenue, NW, Washington, DC 20210.

28. Use this section to provide additional supporting information (including section Box number). Include attachments, if necessary. / Utilice esta sección para proporcionar información adicional de apoyo; incluya el número de la sección e incluya archivos adjuntos, si es necesario.

#2. Address and Directions to Work Site / Domicilio y Direcciones al lugar de trabajo:

Multiple work sites are Employer-owned and/or under Employer management. These sites include privately owned land, BLM, State and Forest Services Leases all located in Carter and Powder River Counties in eastern Montana.

#3. Address and Directions to Housing / Domicilio y Direcciones al lugar de vivienda: ^{one} ~~2~~ housing locations: ALL HOUSING IS EMPLOYER OWNED

Housing #1: ~~6 O'Connor Road, Broadus, MT 59317~~

~~Located 12 miles south of Powderville, MT 59345~~

Housing #2: 203 Kim Curry Road, Ekalaka, MT 59324

Located 18 miles south of Ekalaka, MT 59324

a) Description of Housing / Descripción de la vivienda:

Housing #1: ~~6 O'Connor Road, Broadus, MT 59317~~

~~3 bedroom modular home, 1 bathroom, propane heat, kitchen with stove, sink & refrigerator, washer/dryer. Capacity 3~~

Housing #2: 203 Kim Curry Road, Ekalaka, MT 59324

4 bedroom stick-built home, 2 bathrooms, pellet stove & heating oil heat, kitchen with stove, sink & refrigerator, washer/dryer.
Capacity ~~4~~ five

#12. Anticipated range of hours for different seasonal activities: / Rango previsto de horas par alas diferentes actividades de la temporada:

Seasonal Hours: Average 10-12 hours per day - 60-72 hours per week

March 1 – May 1 – estimated hrs. are 7am to 6pm (Mon.-Sat.)

May 1 – Oct. 31 – estimated hrs. range from 6am to 7pm, or split shifts from 6am to noon and 4pm to 10pm (Mon.-Sat.) during harvest

Oct. 31 – Dec. 1 – estimated hrs. are 7am to 6pm (Mon.-Sat.)

#16 – ITINERARY

Productive months – Seasonal labor is required:

Mar. 1 – May. 1: Calving in full swing (odd hours may be required), feed, water and attend to livestock, make minor repairs, maintenance and cleaning of farm equipment; operate farm equipment for soil preparation and seeding; repair and build barbed wire fences; general cleanup of farm acreage.

May 1 – Oct 31: Brand, clip, castrate livestock; move livestock to summer range (feeding/watering not required); check/clean water stock tanks; routinely move livestock. Operate farm equipment to plant, cultivate, harvest hay (long/odd hours required). Ongoing routine maintenance of farm machinery. Fix/repair fencing. Load/unload trucks in fields, manually stack hay and pick rocks. Preparation of fall seeding.

Nov. 1 – Dec. 1: Maintain, cleanup, winterize and store all farm equipment. Clean barns and stalls and surrounding farm area and infrastructure.

Note: Non-productive months – Seasonal labor NOT required:

Dec. 2 – Feb. 28: Farming is completed for the season. Minimal livestock chores.

Additional seasonal labor is NOT needed.

20 CFR 653.501
Assurances

INTRASTATE AND INTERSTATE CLEARANCE ORDER

The employer agrees to provide to workers referred through the clearance system the number of hours of work per week cited in Item 11 of the clearance order for the week beginning with the anticipated date of need, unless the employer has amended the date of need at least 10 working days prior to the original date of need by so notifying the Order-Holding Office (OHO). If the employer fails to notify the OHO at least 10 working days prior to the original date of need, the employer shall pay eligible workers referred through the intrastate/interstate clearance system the specified hourly rate or pay, or in the absence of a specified hourly rate or pay, the higher of the Federal or State minimum wage rate for the first week starting with the original anticipated date of need. The employer may require workers to perform alternative work if the guarantee is invoked and if such alternative work is stated on the job order.

The employer agrees that no extension of employment beyond the period of employment shown on the job order will relieve the employer from paying the wages already earned, or specified in the job order as a term of employment, providing transportation or paying transportation expenses to the worker's home.

The employer assures that all working conditions comply with applicable Federal and State minimum wage, child labor, social security, health and safety, farm labor contractor registration and other employment-related laws.

The employer agrees to expeditiously notify the OHO or State agency by telephone immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over recruitment, or other factors have changed the terms and conditions of employment.

The employer, if acting as a farm labor contractor, has a valid farm labor contractor registration certificate.

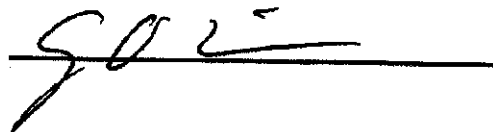
The employer assures the availability of no cost or public housing which meets applicable Federal and State standards and which is sufficient to house the specified number of workers requested through the clearance system.

The employer also assures that outreach workers shall have reasonable access to the workers in the conduct of outreach activities pursuant to 20 CFR 653.107.

Employer's Name Tyree O'Connor - General Partner - OCC

Date: 12-28-15

Employer's Signature



Besides the material terms and conditions of the employment, the employer must agree to these assurances if the job order is to be placed as part of the Agricultural Recruitment System. This assurance statement must be signed by the employer, and it must accompany the ETA Form 790.

ATTACHMENT TO FORM ETA & FORM 9142:

Housing: Sufficient housing will be provided at no cost to H-2A workers and any worker(s) in corresponding employment who are not reasonably able to return to their residence within the same day. The fixed housing will meet the full set of DOL Occupational Safety and Health Administration (OSHA) standards set forth at 29 CFR sec. 1910.142, or the full set of ETA standards at sec. 654.404 through 654.417 of this chapter, whichever is applicable under sec. 654.404 of this chapter for the entire period of occupancy. On ranches with more than one approved housing site, the worker(s) will be required to live at any approved housing site, and to move from site to site as the work requires. However, no housing will be occupied at any time by more worker(s) than approved capacity for such housing, unless a variance has been approved by the State Workforce Agency.

Housing will be clean and in compliance with applicable standards when occupied. Worker(s) will be responsible for maintaining housing in a neat, clean manner. Reasonable costs for repair of damages, other than that which is caused by normal wear and tear, may be charged to worker(s) found to be responsible for damage to housing and furnishings.

Workers' Compensation: The employer will provide, at no cost to worker(s), Workers' Compensation coverage or private insurance which is equal to Workers' Compensation laws for comparable employment, in each state where work will be performed.

Due to the need to renew Workers' Compensation Insurance each and every year, the policy may expire within the contract period requested. If employer's Workman's Compensation policy should expire during the certified contract period, employer agrees to renew the policy on or before the expiration date and maintain Workman's Compensation coverage H-2A employees, and employees in corresponding employment, throughout the certified contact period.

Employer-provided items (at no cost to the worker): All tools and equipment necessary to perform the duties assigned as well as transportation between worker(s) on-site housing and the work site. A cell phone will be provided for emergency and ranch communications at no cost to the worker (excluding long distance charges).

Meals: The employer will furnish free and convenient cooking and kitchen facilities to the worker(s) to enable the worker(s) to prepare their own meals. The employer will provide transportation to stores at least every two weeks for shopping for food and other necessary items at no cost to the worker.

Wage Rates, Earnings records and Statements: Employer will offer a wage rate that is the highest of the Adverse Effect Wage Rate (AEWR), the prevailing hourly or piece rate, the agreed upon Collective Bargaining Agreement wage, or the Federal or State minimum wage. The offered wage is not based on commission bonuses, or other incentives. The highest wage will be paid at the time the work is performed, for every hour or portion thereof worked, including any adjustments during a work contract period upon notification from the Department of Labor.

Employer assures that if a change in the AEWR requires an increase in the guaranteed minimum; such increase will be paid for all work done on and after the effective date of such increase.

The employer will maintain accurate and adequate records with respect to the workers' earnings and furnish the worker on or before each payday a statement of earnings. Each statement of earnings will include, but not be limited to: totals earnings per pay period; hourly rate of pay; the hours of employment which have been offered to the worker; the hours actually worked by the worker; itemizations of all deductions; if piece rates are used, the units produced daily; the beginning and ending dates of pay period; the worker's name and address; and the employer's name, address and FEIN. (20 CFR 655.122)(k)

Earnings records, kept at a safe and accessible place, will include but not be limited to: summary payroll records, nature and amount of work performed, earnings per pay period, the worker's home address, and the amount and reason for ALL deductions made to workers' wages. NOTE: Unique circumstances of employing livestock worker exempt employers from recording hours actually worked and beginning and ending times of each workday.

All records shall be available for inspection and transcription by the Secretary or a duly authorized and designated representative, and by the worker and representatives designated by the worker as evidenced by appropriate documentation (an Entry of Appearance as Attorney or Representative, Form G-28, signed by the worker, or an affidavit signed by the worker confirming such representation). Where the records are maintained at a central recordkeeping office, other than in the place or place of employment, such records must be made available for inspection and copying within 72 hours following notice from the Secretary, or a duly authorized and designated representative, and by the worker and designated representatives as described in the paragraph. CFR 655.122(j)(1)(2)

The employer shall retain payroll records for not less than three (3) years after the date of certification. CFR 655.122(j)(4)

Frequency of pay: Workers will be paid on a bi-weekly basis. Employer will make the following deductions: FICA (if applicable); loans and advance (if any); long distance telephone charges (if any); the reasonable repair or replacement cost of willful or negligent damage to housing, tools and equipment caused by the worker (other than normal wear and tear).

Period of Employment and Work Contract: The employer guarantees to offer the worker employment for a total number of work days equal to at least three-fourths of the workdays of the total period beginning with the first workday after the arrival of the worker at the place of employment or the advertised contractual first date of need, whichever is later, and ending on the expiration date specified in the work contract or in its extensions, if any CFR 655.122 (j)(1).

The employer will provide to qualified and eligible workers referred through the clearance system an estimated 60 hours of work for the week beginning with the anticipated date of need specified in Item 9 (Form ETA-790) and will pay the corresponding wage of \$705.00 for that first week of work unless the employer has amended the date of need at least 10 working days prior to the original date of need by notifying the order holding office. This guarantee can only be abated for reasons of Act of God, abandonment of employment, or termination for cause.

The employer shall provide to an H-2A worker no later than the time at which the worker applies for the visa, or to a worker in corresponding employment no later than on the day the work commences, a copy of the work contract, between the employer and the worker in a language understood by the worker as necessary or reasonable. For an H-2A worker going from an H-2A employer to a subsequent H-2A employer, the copy shall be provided no later than the time an offer of employment is made by the subsequent H-2A employer. CFR 655.122(q)

Contract Impossibility:

If, before the expiration date specified in the work contract, the services of the worker are no longer required for reasons beyond the control of the employer due to fire, weather, or other Act of God that makes the fulfillment of the contract impossible, the employer may terminate the work contract. Whether such an event constitutes a contract impossibility will be determined by the CO. In the event of such termination of a contract, the employer must fulfill a three-fourths guarantee for the time that has elapsed from the start of the work contract to the time of its termination. The employer will make efforts to transfer the worker to other comparable employment acceptable to the worker, consistent with existing immigration law, as applicable. 20 CFR 655.122 (o)

50% Rule: In accordance with Departmental regulations at 20 CFR sec. 655.135(d), if from the time the foreign workers depart for the employer's place of employment, the employer must provide employment to any qualified, eligible U.S. worker who applies to the employer until 50 percent of the period of the work contract has elapsed. Start of the work contract timeline is calculated from the first date of need stated on the *Application for Temporary Employment Certification*, under which the foreign worker who is in the job was hired.

Proof of Citizenship: All workers hired under this order will be required to provide documentation attesting to U.S. citizenship or legal status to work in the U.S.

Terminations: A worker may be terminated for just cause under conditions specified in CFR 655.122 (n) and CFR 655.122 (o). Offenses considered just cause for termination of employment include, but are not limited to the following:

- a) Failure to report to work, excessive absences from work, or leaving the work site without approval;
- b) Failure to perform work of reasonable quality and quantity with reasonable diligence. Some examples are: allowing cattle to graze in unauthorized areas; inability to care for livestock; failure to move cattle according to designated timetables; or inability to operate farm equipment and work long/odd hours during harvest.
- c) Gross negligence or deliberate actions which result in inferior work; waste, damage or injury to employer's property or livestock. Some examples are: sleeping on the job; abusing animals or livestock; refusing to carry out good faith, reasonable orders; being under the influence of alcohol or drugs; horseplay;
- d) Deliberate damage or injury to another worker or his possessions;
- e) Stealing company, ranch, employer or cot worker's property;
- f) Possession of firearms or other weapons without employer authorization; or
- g) Changing application, or lying on employment application with regard to work experience.

The employer will apply these standards uniformly and in a non-discriminatory manner, as required by law.

In the event of termination for medical reasons occurring after arrival on the job, or occurring as a result of employment, or in the event of termination resulting from an Act of God, the employer will provide or pay reasonable costs of return transportation and subsistence to the place of recruitment and reimburse worker for reasonable costs of transportation and subsistence incurred by the worker to get to the place of employment.

If the worker voluntarily abandons employment before the end of the contract period, or is terminated for cause, and the employer notifies the NPC, and DHS in the case of an H-2A worker, in writing or by any other method specified by the Department or DHS in a manner specified in a notice published in the Federal Register not later than 2 working days after such abandonment occurs, the employer will not be responsible for providing or paying for the subsequent transportation and subsistence expenses of that worker under this sections, and that worker is not entitled to the three-fourths guarantee. Abandonment will be deemed to begin after a worker fails to report for work at the regularly scheduled time for 5 consecutive working days without the consent of the employer. CFR 655.122 (n)

ASSURANCES/OBLIGATIONS: The employer agrees to abide by assurances at 20 CFR 655.135 and 20 CFR 653.501.

Employer Name: **Tyres O'Connor - General Partner - OCC**

Employer Name:

Signature:



Signature:

Date:

12-28-15

REQUEST FOR CONDITIONAL ACCESS
INTERSTATE CLEARANCE SYSTEM

OCC-OCONNOR CROPS & CATTLE, LLC

For the recruitment of agriculture workers, I hereby request permission for conditional entry into the ES Interstate Clearance System so that the enclosed job order can be transmitted to labor supply states in a timely manner to facilitate the recruitment of domestic workers.

As a condition for placing my order into interstate clearance, I assure that my housing will meet such standards as are agreed upon to fulfill the requirements of the U.S. Secretary of Labor for the use of the Employment Service Facilities for interstate clearance of orders.

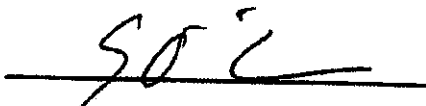
I also authorize representative of the State Employment Service, the State Health Department, and/or the U.S. Employment and Training Administration to inspect the housing that I am offering such workers at any reasonable time to verify its condition.

I expect my housing to be occupied by 03/01/2016.

Based on the above date, my housing will meet applicable standards by 02/01/2016.

Date:

12-28-15


Tyree O'Connor – General Partner

OCC-O'Connor Crops & Cattle, LLC

PO Box 23

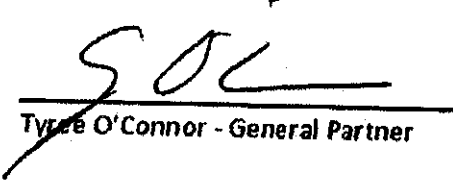
Ekalaka, MT 59324

Re: Statement of Assurance to renew Workers' Compensation Policy

To Whom It May Concern:

I assure the Department of Labor and Industry that OCC-O'Connor Crops & Cattle, LLC will renew their Workers' Compensation Insurance policy prior to its expiration in order to cover the entire work period on this application.

Date: 12-28-15


Tyree O'Connor - General Partner



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 12/28/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Leavitt Great West Insurance Services, LLC 2345 King Avenue West, Suite A Billings MT 59102		CONTACT NAME: Lourie Feragen, CIC, CISR PHONE (A/C No. Ext.): (877) 229-4553 FAX (A/C No.): (866) 751-8096 E-MAIL ADDRESS: lourie-feragen@leavitt.com	
INSURED OCC-O'Connor Crops & Cattle, LLC PO Box 23 Skalakala MT 59324		INSURER(S) AFFORDING COVERAGE INSURER A: Montana State Fund NAIC # R03475 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2015 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		031886484	10/1/2015	10/1/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Owners, Rachael & Ty O'Connor are excluded from Workers Compensation and Employers Liability coverage.

CERTIFICATE HOLDER

Peak Season Labor, Inc. P.O. Box 624 Lewistown, MT 59457	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE L Feragen, CIC, CISR/ <i>Lourie Feragen</i>
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EMPLOYER'S DESIGNATION OF AGENT FORM

The undersigned (Employer) hereby designates Peak Season Labor as its agent to do everything necessary to recruit worker(s), and pursue and obtain certification and successfully implement on the Employer's behalf, the Agriculture H-2A Program.

The Employer assumes full responsibility for the accuracy on its application, for all representations made on its behalf by its agent, and for the fulfillment of all legal requirements arising under 20 CFR 655, Subpart B. It is understood that hiring or any other action taken on behalf of the Employer in obtaining certification or successfully implementing an H-2A program is done solely for the Employer's benefit and that no employment relationship, either expressed or implied exists between Peak Season Labor and any employee or prospective employee.

On behalf of OCC - O'Connor Crops & Cattle, LLC:

Signature:

Date:

3-10-14

Names:

Ty O'Connor

On behalf of Peak Season Labor:

Name:

Diane Thibeault / PSL: DOL Certified Farm Labor Contractor

Signature:

Date:

03-10-2014

PEAK SEASON LABOR - PO BOX 384 - PABLO, MT 59855 - 406-579-7529

U.S. Department of Labor Wage and Hour Division Amended: 04/13/2015		Social Security Account No. 517-82-9472 Social Security Employer ID No. 47-2685944																
Farm Labor Contractor Certificate of Registration No. C-08-029472-C-16-R Expires 03/31/2016		Farm Home Address 55 AUTUMN RD. <u>218 NE Broadway</u> Park City <u>Lewistown</u> MT <u>59959-5745</u> (City or Town) (State) (ZIP Code)																
Name <u>PEAK SEASON LABOR, INC.</u> I certify that the person named above is registered pursuant to the Migrant and Seasonal Agricultural Worker Protection Act and is authorized to perform the following activities covered by the Act: Recruit, solicit, furnish, hire, and employ:		Date of Birth <u>03/10/1952</u> Height <u>5'3"</u> Weight <u>125</u> (Month) (Day) (Year)																
<table border="0" style="width: 100%;"> <tr> <td style="width: 20%;">Transportation</td> <td style="width: 10%;"><input type="checkbox"/></td> <td style="width: 10%;">Authorized</td> <td style="width: 10%;"><input checked="" type="checkbox"/></td> <td style="width: 10%;">Not Authorized</td> </tr> <tr> <td>Housing</td> <td><input type="checkbox"/></td> <td>Authorized</td> <td><input checked="" type="checkbox"/></td> <td>Not Authorized</td> </tr> <tr> <td>Driving</td> <td><input type="checkbox"/></td> <td>Authorized</td> <td><input checked="" type="checkbox"/></td> <td>Not Authorized</td> </tr> </table>		Transportation	<input type="checkbox"/>	Authorized	<input checked="" type="checkbox"/>	Not Authorized	Housing	<input type="checkbox"/>	Authorized	<input checked="" type="checkbox"/>	Not Authorized	Driving	<input type="checkbox"/>	Authorized	<input checked="" type="checkbox"/>	Not Authorized	This Certificate is based on the Migrant and Seasonal Agricultural Worker Protection Act and regulation issued thereunder, and on my application for registration. It may be revoked or suspended, its renewal denied, for noncompliance with the Act or regulation, including applicable requirements for transporting and housing migrant workers. Such noncompliance may constitute a criminal offense.	
Transportation	<input type="checkbox"/>	Authorized	<input checked="" type="checkbox"/>	Not Authorized														
Housing	<input type="checkbox"/>	Authorized	<input checked="" type="checkbox"/>	Not Authorized														
Driving	<input type="checkbox"/>	Authorized	<input checked="" type="checkbox"/>	Not Authorized														
Approved: <u>Jeffrey Cerkos</u> (National Certification Program Manager)		<u>Deanne Thideman</u> <u>President</u> (Signature of Holder) (Title)																
Date: 04/11/2014 WH-511 (8/99)		183609																